

IN THE UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION

INDIGO AG, INC.,

Plaintiff,

v.

MOBLEY POND FARM, INC. and
TAMMY CAIN,

Defendants.

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CV 118-170

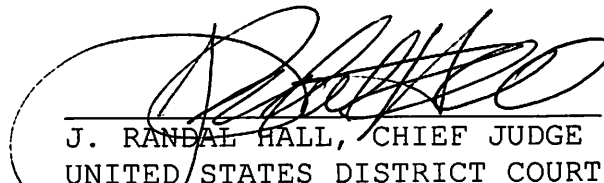
O R D E R

Before the Court are the following motions: (1) Plaintiff's Motion for Default Judgment (Doc. 8) and (2) Plaintiff's Motion to Lift Stay and for Entry of Consent Judgment (Docs. 11, 11-1). On May 17, 2019, the Court ordered the present action stayed. (Order, Doc. 10.) The Order permits lifting the stay upon a party filing a motion and the Court finding lifting the stay is proper. (Id.) Defendants filed no opposition to the motion, and the Court finds entering the Parties' proposed Consent Judgment is sufficient justification to lift the stay.

Upon due consideration, **IT IS HEREBY ORDERED** that Plaintiff's Motion to Lift Stay and for Entry of Consent Judgment (Doc. 11) is **GRANTED**. The Consent Judgment, attached hereto and signed, **SHALL** constitute a final judgment in this matter. Accordingly, Plaintiff's motion for default judgment (Doc. 8) is **DENIED AS MOOT**.

The Clerk is **DIRECTED** to **TERMINATE** all pending motions and deadlines, if any, and **CLOSE** this case. The Parties agree that the Court shall retain jurisdiction over this matter and the Parties as may be necessary to enforce the provisions of the Consent Judgment. (Consent J., at 6.)

ORDER ENTERED at Augusta, Georgia, this 21st day of *October* 2019.



J. RANDAL HALL, CHIEF JUDGE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF GEORGIA

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF GEORGIA
AUGUSTA DIVISION**

INDIGO AG, INC.)	
)	
PLAINTIFF,)	
)	
V.)	CIVIL ACTION NO. 1:18-cv-00170-
)	JRH-BKE
MOBLEY POND FARM, INC., and)	
TAMMY CAIN)	
)	
DEFENDANTS.)	

CONSENT JUDGMENT

COMES NOW Plaintiff Indigo Ag, Inc. ("Indigo" or the "Plaintiff") and Defendants Mobley Pond Farm, Inc. ("Mobley Pond Farm") and Tammy Cain ("Cain") (collectively, the "Defendants"), by and through their respective counsel, and advise that a settlement agreement (the "Agreement") has been reached in this action with respect to the allegations against the Defendants described in the Complaint.

Under the terms of the Agreement, the parties agree that the claim for money damages in the principal amount of NINETY THOUSAND NINE HUNDRED AND SIXTY-FIVE AND 00/100 DOLLARS (\$90,965.00), less credits for all amounts paid by Defendants before the date this Consent Judgment is filed, plus pre- and post-judgment interest, costs and attorneys' fees is granted.

As a term of the Agreement, Defendants agree to pay Indigo the sum of One Thousand and 00/100 Dollars (\$1,000.00) upon execution of the Agreement.

As a term of the Agreement, Defendants agree to pay Indigo Ten Thousand and 00/100 Dollars (\$10,000) on or before June 25, 2019.

As a term of the Agreement, Defendants agree to pay Indigo Thirty-Nine Thousand Nine

Hundred and Eighty-Two and 50/100 Dollars (\$39,982.50) on or before December 10, 2019.

As a term of the Agreement, the Defendants agree to pay to Indigo Thirty-Nine Thousand Nine Hundred and Eighty-Two and 50/100 Dollars (\$39,982.50) on or before March 10, 2020 at which time the judgment will be considered to be fully satisfied. Payment shall be made payable to "Indigo Ag, Inc." and the Defendants may prepay this Judgment in whole or in part at any time without penalty.

As a further term of the Agreement, if the Defendants fail to satisfy any of their payment obligations as agreed in the Agreement, Indigo is authorized to file this Consent Judgment with the Court for the entire amount due, less credits for all amounts paid by Defendants before the date this Consent Judgment is filed, plus pre- and post-judgment interest, costs and attorneys' fees.

Based on the agreement of the parties and for good cause shown, it is therefore:

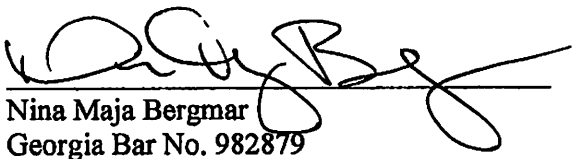
ORDERED, ADJUDGED, and DECREED that judgment is entered in favor of Indigo Ag, Inc. and against the Mobley Pond Farm, Inc. and Tammy Cain, jointly and severally, for the principal sum of NINETY THOUSAND NINE HUNDRED AND SIXTY-FIVE AND 00/100 DOLLARS (\$90,965.00), less credits for all amounts paid by Defendants before the date this Consent Judgment is filed, plus pre- and post-judgment interest, costs and attorneys' fees. In the event Defendants fail to satisfy the debt as set forth herein, Indigo shall be authorized to move the court for an Amended Judgment for the purpose of seeking additional fees incurred to collect on the subject debt.

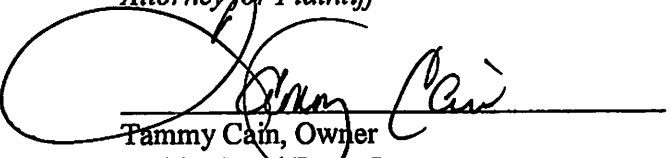
For purposes of Rule 54(b) of the Federal Rules of Civil Procedure, this judgment is a **FINAL JUDGMENT** as to all claims against Defendants Mobley Pond Farm, Inc. and Tammy Cain.

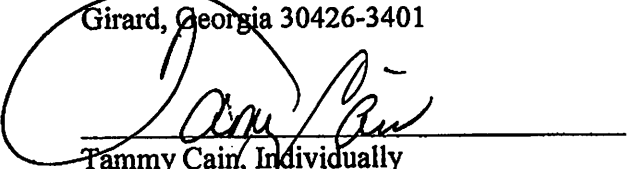
Dated this, the 15th day of May, 2019


DISTRICT COURT JUDGE

Consented to by:


Nina Maja Bergmar
Georgia Bar No. 982879
171 Seventeenth Street, NW, Suite 1100
Atlanta, Georgia 30363
Attorney for Plaintiff


Tammy Cain, Owner
Mobley Pond Farm, Inc.
1202 Mobley Pond Road
Girard, Georgia 30426-3401


Tammy Cain, Individually
1159 Mobley Pond Road
Girard, Georgia 30426